



PTO/SB/82 (01-06)

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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/075,095
Filing Date	FEB. 12, 2002
First Named Inventor	RICK OTENASEK
Art Unit	2623
Examiner Name	BENNETT INGVOLDSTAD
Attorney Docket Number	

I hereby revoke all previous powers of attorney given in the above-identified application.

A Power of Attorney is submitted herewith.

OR

I hereby appoint the practitioners associated with the Customer Number: 00909

Please change the correspondence address for the above-identified application to:

The address associated with  
Customer Number: 00909

OR

Firm or  
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Rick OTENASEK

Date

5.16.08

Telephone

410.666.5151 X1116

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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<input type="checkbox"/> Firm or Individual Name			
Address			
City		State	
Country			
Telephone		Email	

I am the:

- Applicant/Inventor.  
 Assignee of record of the entire interest. See 37 CFR 3.71.  
*Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)*

**SIGNATURE of Applicant or Assignee of Record**

Signature	BY Richard J. Otenasek: 	FOR Tobias Joel MUSSER (SEE 4.2(b) of "Executive Employment Agr.")
Name	Tobias Joel MUSSER	
Date	6-24-08	Telephone 401.666.5151 X116

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

 \*Total of \_\_\_\_\_ forms are submitted.

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# EXECUTIVE EMPLOYMENT AGREEMENT

# COPY

This EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made and executed on this 22 day of April 2005 (the "Execution Date") to be effective as of October 1, 2001, (the "Effective Date"), by and between OTENASEK COMMUNICATIONS, INC., a Maryland close corporation, with its principal office at 3 Vale Road Bel Air, MD 21014 ("Company" or "Employer") and TOBIAS J. MUSSER ("Executive").

## *Explanatory Statement*

Employer: 1) develops and licenses computer software which is used in content management and online training, including over the internet, and intranets/extranets (the "Technology"); 2) provides information technology network computer consulting services (the "IT Services"); and 3) provides advertising and media/publicity services for others (the "Media Services"). Collectively, the Technology, IT Services and Media Services are referred to as the "Company Services" and "IT Services Business" means the customers, equipment, contract rights, goodwill and other rights and assets used in and necessary to perform, the IT Services. Executive has expertise in the Technology and in the types of products and services offered by Employer. Employer is the owner or licensor of valuable trade secrets, copyrights, potentially patentable subject matter and other intellectual property, and has incurred substantial expense in building its customer base. The Employer wishes to continue to employ the Executive as its Chief Technology Officer and requires that Executive acknowledge the confidentiality, non-disclosure, and ownership of such property, and that Executive agree not to solicit Employer's customers and employees after separation from employment.



NOW, THEREFORE, in consideration of one dollar in hand paid, Employer's agreement to employ Executive and the mutual covenants and agreements detailed below, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties bind themselves and agree as follows:

## **Article 1. Duties, Salary and Benefits**

1.1. *Duties.* Executive shall have the title of Chief Technology Officer with authority concerning and responsibility for the management, development, expansion and marketing of Company Services. Executive shall use his best efforts in the performance of his duties and, except as specifically permitted in Exhibit A, shall devote all of his working time, attention, energies and services to the fulfillment of such responsibilities and the performance of such duties as may be required to reduce the Technology to practice and/or bring the Technology to market. Executive, in the fulfillment of such responsibilities and the performance of such duties, shall be accountable to and be subject to the direction and control of Employer's Stockholders. Executive shall be employed in Employer's offices or at such other location as the Employer may designate.

1.2. *Salary.* Executive shall be paid an annual salary upon the terms set forth in Exhibit A, attached and incorporated by reference herein (the "Base Compensation"). Employer shall withhold from said Base Compensation all applicable amounts required by regulations of the United States and the State of Maryland or any applicable local jurisdiction. Employer may adjust the Base Compensation upward in each year in its sole discretion; however, Employer may only adjust the Base Compensation downward upon a vote of a majority voting interest of Employer's Stockholders (a "Majority Interest").

1.3. *Benefits.* Executive shall be entitled to the other benefits provided to general employees of Employer, such as vacation, sick days, health insurance and other benefits, in accordance with Employer's general policies; provided, however, that Employer reserves the right in its sole discretion to modify or eliminate any and all such benefits or to offer specific benefits to specific employees or classes of employees.

1.4. *Bonuses.* Executive shall be paid bonuses in the discretion of Employer (the "Bonuses"). Employer shall withhold from said Bonuses all applicable amounts required by regulations of the United States and the State of Maryland or any applicable local jurisdiction. Employer may adjust the Bonuses upward in each year in its sole discretion; however, Employer may only adjust the Bonuses downward upon a vote of a Majority Interest, or, if there is a Board of Directors, upon a majority vote of the Board of Directors.

1.5. *Redemption rights of Company.* Executive has been or will be upon execution of this Agreement issued 15 ½ shares of capital stock in the Company (the "Stock"), of which 9 and ½ shares are vested as of the Execution Date, and which Stock is restricted and subject to the terms and conditions set forth in Exhibit A. If the Executive's employment is terminated by Company for Cause (defined below) or Executive voluntarily terminates his employment for other than a Good Reason (as defined in Section 4.g of Exhibit B) Executive agrees to redeem and transfer back to the Company the unvested Stock at the time of such termination, for One Dollar (\$1) but Executive may continue to hold the remaining vested Stock. In all other cases, all Stock shall be deemed vested on Executive's termination date.

**Article 2. Covenants Against Solicitation; Anti-Raid; Non-Competition. Except as expressly set forth in EXHIBIT B (Permitted Post Employment Activities):**

2.1. *No Diversion or Solicitation of Customers.* Executive represents and covenants that Executive shall not, directly or indirectly, during employment and for a period of two (2) years from and after the date of any separation from or termination of employment (the "Restrictive Period"): (i) counsel, solicit, or otherwise encourage or entice any Customer of Employer not to purchase or license the Technology or Company Services; and/or (ii) solicit, respond to solicitations from, or otherwise perform services or license or sell products to, any Customer (as defined below) of Employer, where such solicitation, sale, license or other transaction is for the purpose of providing any product or service to the Customer that is Competitive (defined below).

2.2. *No Recruiting of Employees.* Executive further covenants and agrees that Executive will not, directly or indirectly, or through or in concert with any other person or entity, during employment and for the Restrictive Period: recruit, hire, assist others in recruiting or hiring, discuss employment with, or refer to others concerning employment, any person who at the time of the discussion, recruitment, hiring or solicitation is an employee of Employer, was an employee of Employer within the past six (6) months, or is or was an independent contractor within the past six (6) months spending more than 50% of their time on work for Employer.

2.3. *Covenant Against Competition.* Executive covenants and agrees that, except with the prior written consent of Employer (which refusal or grant of consent shall be made in Company's subjective good faith), Executive will not during employment and for the Restrictive Period engage in or carry on, directly or indirectly, either for or as a member of a partnership or as a stockholder, member, investor, officer or director of a corporation, limited liability company, or other business entity, or as an agent, associate or consultant of any person, partnership, limited

liability company, corporation, or other business entity, or as an employee of any person, partnership, limited liability company, corporation, or other business entity, any business that provides licenses to, services, maintains or otherwise provides any service, software or product that is Competitive. With respect to the Technology, this limitation applies within the geographic area of the World; with respect to the Company Services, this limitation applies to the continental United States of America and if Company is at the time of Employee's termination or expiration of this Agreement, doing business outside of such geographic area, then in such geographic locations where Company is doing business.

#### 2.4. Definitions.

(a) In this Agreement, the term "Competitive" shall mean any product, service or software made available for license, sale, lease, use without charge or otherwise offered by any person or firm that is within the field of Company Services, or that has reasonably equivalent functionality as the Technology.

(b) In this Agreement, "Customer" includes actual customers of Employer on its 'customer list' which are licensees of Company's software, or that have received Company Services within three years of the date of termination or expiration of this Agreement, and those persons or firms that Employer has identified in writing in its business plans, targets or other documents as potential customers or clients so long as such identification is reasonable and the Company has the present ability to solicit such prospective customers, regardless of whether Employer has actually contacted or solicited such prospective customer or client.

### Article 3. Trade Secrets and Confidential Information

3.1. *Confidential Information.* Executive acknowledges that, in the course of employment, Executive will be provided with and will have knowledge of Employer's employment information, customer relationships, marketing information, demographic and analysis materials, databases, software, client prospects, price lists, business practices and procedures, patents, copyrighted materials, trademarks, service marks or trade names relating to Employer, the Technology, information relating to the Company Services and Company development plans, specifications and schema and other proprietary and confidential information (collectively, "Confidential Information"), all of which, if made known to Employer's competitors, would be injurious and damaging to the business of Employer and for which Employer has implemented confidentiality practices. Employer has made efforts and instituted procedures to keep the Confidential Information secret. In this Agreement, "Confidential Information" does not include any matter that becomes public in a manner that: (i) is not a breach of this Agreement AND (ii) that does not constitute a 'misappropriation' as defined in the Uniform Trade Secret Act, Md. Ann. Code, Comm. Law § 11-1201 et. seq.

3.2. *Duties with Respect to Confidential Information.* Executive agrees and covenants that: (i) in respect of Confidential Information that is not a Trade Secret as defined herein, and except for disclosures that are reasonably necessary to perform Executive's duties to Employer, during the course of Executive's relationship with Employer and for five (5) years after the termination of such relationship (the "Covenant Period"), Executive shall keep all such Confidential Information and materials strictly confidential and will not at any time during the Covenant Period or in any manner, directly or indirectly, divulge, disclose or communicate any such information or materials to any third party without the consent of Employer (unless and to the

extent that such disclosure is required to be made by applicable law or court order (in which case Employee shall give Employer prompt written notice of such request before responding or providing such information, and shall cooperate with Employer in protecting the information if it must be disclosed); and (ii) in respect of Trade Secrets, Executive shall not disclose such Trade Secrets to anyone outside of Employer at any time, unless the Trade Secret is held to no longer be protected as a Trade Secret by a final and unappealable order of a court of competent jurisdiction or unless such disclosure is authorized in writing by Employer. In addition, Executive covenants that Executive will not use Confidential Information in any way detrimental to the interests of Employer and that upon termination of employment, whether for Cause or not for Cause, or otherwise upon Employer's request, Executive will immediately return all Confidential Information, and copies thereof, to Employer and to take other actions reasonably requested by the Company to protect the confidentiality of said Confidential Information.

**3.3. Remedies; Non Disparagement.** Executive agrees that in the event of any breach of this Article 3 Employer shall be entitled to the remedies in Section 6.2 in addition to any and all other remedies provided for herein or at law or equity. Each party, Employer and Executive, further covenant not to publicly disparage the other party, or otherwise discuss in a negative manner the actions or other conduct of the other party.

#### **Article 4. Intellectual Property**

**4.1. Definitions.** For purposes of this Agreement, the following definitions shall apply:

(a) "Inventions" shall mean all ideas, concepts, inventions, improvements, modifications, and enhancements, whether or not patentable and whether or not such matter is ever in fact patented (as a design, plant or utility patent): (i) made by Executive at any time after the Effective Date (whether individually or in combination or jointly with other employees or independent contractors of Employer) and relating in any way to the Company Services; or (ii) related to or in any way arising out of the technology, ideas, concepts, methodologies or other know how embodied in or disclosed by the Existing Patent (defined below). Employer and Executive agree, however, that the technology/software/ideas and intellectual property identified on Exhibit B, if any, are excluded from this definition and are the property of Executive (the "Executive Property"). Executive agrees not to incorporate, use, refer to, or otherwise combine any of his Executive Property with any of the Technology, and to the extent he does so, Company shall have a paid-up, royalty free, perpetual, non revocable, transferable, sublicensable, unlimited license and right to use, make, sell, market, distribute, publicly display and perform, make derivative works from and otherwise to commercially exploit all such Executive Property (including all patents, trademarks, trade secrets, copyrights and other proprietary intangible rights embodied therein) as incorporated in the Company Services.

(b) "Work Product" shall mean all documentation, computer software source code, software, creative works, know-how, inventions not patentable within the United States and information created, in whole or in part, by Executive during employment (regardless of whether Executive is at home, and regardless of whether Executive used Executive's own tools and materials) and relating in any way to the Company Services, whether or not copyrightable or otherwise subject to protection under a statute or case law, excluding Inventions.

(c) "Trade Secrets" shall include, but not be limited to, those items defined in Md. Ann. Code, Comm. Law § 11-1201(e) and all documentation, software, computer software source codes, know-how and information relating to the past, present or future business of Employer or any plans therefor, or relating to the past, present or future business of a third party or plans therefor that are disclosed to Employer, which Employer maintains in confidence and does not disclose to third parties without restrictions on use or further disclosure.

(d) "Intellectual Property" shall collectively refer to Inventions, Work Product and Trade Secrets.

*4.2. Duties with Respect to Intellectual Property; Work for Hire; Assignment.*

(a) Executive shall promptly disclose to Employer all Intellectual Property and keep accurate records relating to the conception and reduction to practice of all Inventions and Work Product. Such records shall be the sole and exclusive property of Employer, and Executive shall surrender possession of such records to Employer upon request at any time or otherwise upon any suspension or termination of Executive's employment with Employer, whether or not for Cause.

(b) Executive herein assigns, and agrees to assign in the future to Employer, without additional consideration to Executive, the entire right, title and interest in and to the Inventions and Work Product and in and to all proprietary rights therein or based thereon including Trade Secrets. Executive agrees that all Work Product is, and was at the time it was created or developed, and shall be deemed to be, a "work made for hire" under Title 17 of the United States Code. Executive shall execute all such assignments, oaths, declarations and other documents as may be prepared by Employer to effect the foregoing. In the event Executive fails or refuses to take such actions and execute such documents within a reasonable time following such request of Employer (if Executive can be reasonably located), Executive hereby appoints Employer's then president or any of Employer's Stockholders as Executive's attorney-in-fact to take such actions and to execute such documents, and agrees that this agency is coupled with an interest and is irrevocable. Employer shall use its best efforts to give notice to Executive of exercise of rights hereunder after it has taken such actions or executed such documents. With respect to the current patent application entitled "Video-on-Demand Web Portal Serial No. 10/075,095, filed February 12, 2002 (the "Existing Patent"), Employee shall execute the Assignment attached hereto as Exhibit C, upon execution hereof.

(c) Executive shall provide Employer with all information, documentation, and assistance Employer may request to perfect, enforce or defend the proprietary rights in or based on the Intellectual Property. Employer, in its sole discretion, shall determine the extent of the proprietary rights, if any, to be protected in or based on the Inventions and Work Product. All such reasonable information, documentation, and assistance shall be provided at no additional expense to Employer, except for out-of-pocket expenses that Executive incurred at Employer's request.

(d) During the term of Executive's employment with the Employer and thereafter, Executive shall treat Intellectual Property (other than Intellectual Property which is patented or otherwise becomes public in a manner that: (i) is not a breach of this Agreement AND (ii) that does not constitute a 'misappropriation' as defined in the Uniform Trade Secret Act, Md. Ann. Code, Comm. Law § 11-1201 et. seq.) on a confidential basis and not disclose them to others

without the prior written permission of Employer or use any Intellectual Property for any purpose other than for the performance of services for Employer.

(e) Executive acknowledges that all Intellectual Property is the sole and exclusive property of Employer. Executive shall surrender possession of all Intellectual Property to Employer upon Employer's reasonable request or otherwise upon separation of Executive's employment with Employer, including but not limited to all originals, photocopies, digital copies and electronic copies. If after separation of Executive's employment Executive becomes aware of any Intellectual Property in Executive's possession, Executive shall immediately surrender possession of all copies and originals thereof to Employer. At any time information in accordance with this section is provided, Employer shall use its best efforts to provide Executive with a written receipt itemizing such material transferred

(f) Employer may waive the requirements of this Section 4.2 on a case-by-case basis with regards to a specific Invention or Work Product (and the Trade Secrets that relate to such Invention or Work Product) in response to a written request for waiver submitted by Employee; provided however that any such waiver granted by Employer must be made in a signed writing and is strictly limited to the specific Invention and/or Work Product set forth in the signed waiver. Employer shall not unreasonably deny any such request submitted by Employee where the specific Invention or Work Product with regards to which the waiver is sought is outside of the field of, and unrelated to, the Company Services. Neither one nor more waivers granted by Employer under this Section 4.2(f) shall thereafter be construed as a waiver of any provisions, rights or privileges under this Agreement.

*4.3. Confidential Material of Third Parties.* Employer understands that Executive may possess proprietary information of third parties and that Executive may have ongoing obligations to third parties with respect thereto. Employer expressly requires that Executive shall honor such ongoing obligations to such third parties and that Executive shall not use, for the benefit of Employer, or disclose to Employer any such proprietary information.

*4.4. No Conflict.* Except for such restrictions as may be expressly set forth in any exhibit annexed hereto and made a part hereof, Executive warrants and represents that Executive has the ability to enter into this Agreement and perform all obligations hereunder, and that there are no restrictions or obligations to third parties which would in any way detract from or affect Executive's performance hereunder.

#### **Article 5. Term and Termination.**

*5.1. Term.* The term of this Agreement shall be for the period commencing on October 1, 2001 and ending on October 2, 2006, and shall be automatically renewed for terms of one (1) calendar after the end of the applicable Term, unless termination occurs sooner under the terms of this Agreement.

*5.2. Termination.* Subject to any provisions in Exhibit B which shall control over this provision, Executive acknowledges that the post-termination obligations of Executive set forth above in Article 2, Article 3 and Article 4, and the provisions of this Article 5, and Article 6 and Article 7, shall apply whether or not Executive quits, retires, is terminated for Cause, or the term of this Agreement expires, and regardless of whether Executive claims Employer is in breach of this Agreement, so long as the Employer acts in good faith.

(a) *By Executive.* Executive may not terminate his employment voluntarily at any time except upon not less than thirty (30) calendar days advance written notice to Employer. Employer may elect to immediately terminate Executive upon receipt of Executive's notice to terminate employment; *provided however*, that, so long as Executive is not in breach of this Agreement and both parties execute a release agreement in form and substance reasonably satisfactory to both parties, Employer shall pay Executive all Base Compensation that would have been due Executive had Executive worked through the last day of the thirty day notice period, as applicable.

(b) *By Employer.* Anything in Section 5.2(a) to the contrary notwithstanding, Executive may be terminated "for Cause" at any time upon the vote a Majority Interest. If Executive is a Stockholder at the time of the Stockholders' vote, Executive shall abstain from such vote. Employer shall give written notice to Executive of the termination, stating concisely the cause(s) for the termination. The notice shall state whether the termination is for an act or omission that can be cured, or whether Employer has reasonably determined that the act or omission that caused the termination is incurable. If the act or omission that is identified as the basis for the termination is an act or omission that can be cured by Executive, Executive shall have ten (10) calendar days in which to cure the alleged cause of termination. Upon the expiration of any cure period, Employer shall notify Executive in writing whether Employer has accepted the attempted cure, which acceptance shall not be unreasonably withheld. Employer's decision shall be either to continue with the employment of Executive, or to reject the cure and finally terminate Executive. If Employer's notice of termination expressly offers a reasonable right to cure, Executive shall have no recourse against Employer (and the determination of the cause for termination shall be final) unless Executive makes diligent and reasonable efforts to effect a cure. For purposes of this Agreement, Executive shall be terminated "for cause" if Executive has: (i) failed, neglected or refused to follow a lawful written order of Employer or otherwise to satisfactorily perform any of Executive's material duties under this Agreement; (ii) performed any willful, intentional or grossly negligent act that has the effect of injuring the reputation or business of Employer or its employees in any material respect; (iii) taken any action, or omitted to take any action, that Executive knows, or should have known in the exercise of reasonable care, is a violation of any federal, state, or local civil or criminal law, ordinance, regulation or order, where said violation has a material impact on Employer or its reputation; (iv) had in any way entered against Executive an order of a court in favor of any third party that remains in effect and is not discharged or bonded off for a period of at least thirty (30) calendar days, which enjoins or otherwise materially limits or restricts the performance by Executive under this Agreement; (v) been absent continually from Employer unless such absence is (A) approved or excused by Employer or (B) is the result of Executive's illness, disability, incapacity or death (in which event the provisions of Section 5.2(c) shall control) or a personal or family emergency; (vi) shown repeated impairment due to drunkenness or the illegal use of controlled substances; (vii) become legally incompetent or mentally unstable as determined by at least two(2) licensed physicians; (viii) been convicted (including entry of a plea of nolo contendere) for the commission of a felony or a crime involving moral turpitude; (ix) committed an act of fraud or embezzlement against Employer or breach of fiduciary duty to Employer involving personal profit; (x) materially breached any provision of this Agreement but only after written notice and an opportunity to cure any breach within ten (10) days of such notice; (xi) any breach of 5.2(b)(i) - 5.2(b)(x) that is cured more than three (3) times (this breach is non curable).

(c) *Effect of Disability or Death.* Anything in Sections 5.2(a) or 5.2(b) to the contrary notwithstanding, in the event of the death or permanent and total disability of Executive, this Agreement shall automatically terminate and be of no further force or effect (and no additional payments shall be made by Employer to Executive or to Executive's beneficiaries). The term "permanent and total disability" shall have the same meaning as defined in Employer's then existing disability insurance policy, or if none is currently in force, then as determined under the most recently effective Employer disability insurance policy or, if there is no policy, then such term shall mean that Executive is unable because of a medically determinable physical or mental disability to perform substantially all of Executive's duties hereunder for more than one hundred eighty (180) calendar days measured from the last full day of work, or by reason of mental or physical disability, it is unlikely that Executive will be able, within one hundred eighty (180) calendar days, to resume substantially all business duties and responsibilities in which Executive was previously engaged and otherwise discharge Executive's duties under this Agreement.

(d) *Non-Renewal.* Either Employer or Executive may elect not to renew the term of this Agreement by providing to the other written notice of such election at least three (3) months in advance of the expiration of the then-current term, in which event this Agreement shall terminate as of the end of such term and be of no further force or effect (and no additional payments shall be made by Employer to Executive or to Executive's beneficiaries other than Base Compensation earned for work performed through the date of termination).

5.3. *Director; officer.* Upon any termination of Executive's employment under Section 5.2(a) or 5.2(b) above, or the expiration of the Term, Executive shall immediately tender his written resignation as a director and/or officer of Employer, if applicable. In the event Executive fails or refuses take such actions and execute such documents, Executive hereby appoints Employer's then president or any other officer as Executive's attorney-in-fact to take such actions and to execute such documents, and agrees that this agency is coupled with an interest and is irrevocable.

5.4. *Effect of termination or expiration on vested stock.* If Executive has executed a Stockholders Agreement, Buy Sell agreement or other agreement defining the rights in respect of Executive's stock, such agreement shall control over this Agreement. In the absence of any other agreement between the parties, and subject to the provisions of Exhibit B, upon the expiration or termination of this Agreement, neither party shall have an obligation to buy or sell the Executive's vested stock; provided that all unvested stock shall be returned to the Company and canceled.

## Article 6. Breach and Remedies

6.1. *Cross Default.* Any material breach by Executive of any of the Exhibits, this Agreement, or any other written Agreement or plan with or of Employer (including any employee manual or benefit plan) following written notice and a reasonable opportunity to cure said breach (unless no notice or cure is permitted) shall be a breach of all of such agreements.

6.2. *Injunction.* Executive recognizes that irreparable injury will result to Employer in the event of Executive's actual or threatened breach of this Agreement and that the covenants contained herein are a material part of the consideration upon which this Agreement is founded. In the event of Executive's actual or threatened breach of any provision of this Agreement, in addition to all other remedies available to Employer, Executive acknowledges that (i) Employer

shall be entitled to seek a temporary restraining order and an injunction to restrain the violation thereof by Executive, Executive's partners, agents, servants, employers, employees and all personnel acting for or with Executive, without the necessity of posting bond or proving irreparable harm, such being conclusively admitted by Executive; and (ii) upon obtaining a temporary restraining order and/or preliminary injunction against Executive for any actual breach of any provision of this Agreement, Employer shall also be entitled to immediately terminate all payments made under this Agreement (other than those for wages earned by Employee prior to the date of the actual breach). Nothing in this Section 6.2 shall be construed as prohibiting Employer from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages and reasonable attorney's fees from Executive. Executive represents and admits that, in the event of the voluntary or involuntary termination of employment hereunder, the enforcement of a remedy for a breach of the covenant by way of injunction will not prevent Executive from earning a livelihood. Executive acknowledges that the restrictions set forth in this Agreement are reasonable in scope and duration, given the nature of the business of Employer. All remedies are cumulative.

## Article 7. Miscellaneous

**7.1. Applicable Law; Venue; No Jury; mediation and arbitration.** Maryland law, exclusive of its conflicts of laws provisions, applies to this Agreement. In the event either party believes that there exists a dispute as to the performance or breach of this Agreement which the parties are unable to resolve among themselves, then: (a) either party shall send written notice to the other party describing the nature of dispute with specificity; (b) the receiving party shall respond in writing within 5 business days, setting forth his or its position on the dispute; and (c) if the parties cannot then through mutual agreement resolve the issue, either party may submit such dispute to non-binding mediation with a person qualified to perform mediation services selected by agreement of the parties, or if they cannot agree, then each party shall pick a mediator of his choice and the two mediators shall select a single mediator who shall mediate the dispute. If such mediation is not completed within 30 days of the first notice hereunder, then either party may elect to either: (i) arbitrate the dispute under the rules of the American Arbitration Association ("AAA") before an arbitrator selected by mutual agreement of the parties, or if they cannot agree, then in the manner specified by the AAA; or (ii) file such claim in court as provided below. Notwithstanding the above, either party may file directly in court for equitable relief, at any time, and without notice, mediation or other procedure, in the event such party reasonably believes that it is entitled to equitable relief. In any case tried in court, all claims shall be tried solely and exclusively in the Circuit Court for either Harford County or Baltimore County (or if jurisdiction exists, in the United States District Court for the District of Maryland, Northern Division), and Executive consents to the jurisdiction and venue of such courts, regardless of where Executive is residing at the time of such action. All matters hereunder shall be tried solely before a judge and not a jury, and EMPLOYER AND EMPLOYEE EACH AGREE TO AND DO HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL IN ALL SUCH CASES. Any order entered in a Maryland court shall be enforceable in any other state, regardless of that State's statutes, laws or case law, the same as if the enforcement thereof were brought in Maryland, applying Maryland law. The prevailing party shall be entitled to collect, in addition to any other available remedies, all of his or its reasonable attorneys' fees and costs in such action, at its counsel's ordinary rates.

**7.2. Conflicts; Amendments.** This Agreement sets forth and integrates the entire agreement between the parties and supercedes any prior agreements whether written or oral. For the avoidance of doubt, the parties agree that this Agreement shall replace, supersede and novate the "Employment Agreement" dated June 27, 2002 as if this Agreement had been in effect as of October 1, 2001. In the event of any conflict between the terms and conditions of this Agreement and any employee manual that may be adopted by Employer, this Agreement shall govern. This Agreement may only be amended by a written document signed by all parties to this Agreement. The parties acknowledge that if there is any conflict between this Agreement and any Exhibit attached hereto, that the Exhibit shall control.

**7.3. No Assignment; Binding Effect.** Executive may not assign or delegate this Agreement or any of the duties or obligations herein. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, personal representatives, successors and assigns and shall survive any termination of employment of Executive.

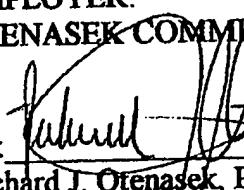
**7.4. Severability; Reformation.** If any one or more of the provisions or subjects contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity and enforceability of any other provisions or subject hereof. Further, should any provisions within this Agreement ever be reformed or rewritten by a judicial body, those provisions as rewritten shall be binding, but only in that jurisdiction, on Employer and Executive as if contained in the original Agreement. Executive specifically acknowledges that in the event a court determines that any covenant provided for in this Agreement is over-broad on a geographic or time basis, or for any other reason, that said court is specifically authorized and permitted by Executive and Employer to reform this instrument and enforce it to the full extent permitted by Maryland law, it being specifically agreed by the parties that it is their intent that this Agreement provide the maximum extent of protection from post-termination competition by Executive for Employer.

**7.5. Rule of construction.** Each party agrees that the Agreement has been jointly drafted, and that neither party shall be construed as the sole draftsman of the Agreement nor shall any presumption or rule of construction apply that favors either party over the other.

IN WITNESS WHEREOF, the parties have hereunto set their hands intending to create an instrument under seal, as of the date first above written.

ATTEST:

EMPLOYER:  
OTENASEK COMMUNICATIONS, INC.

By:  (SEAL)  
Richard J. Otenasek, President  
Date of signature 4-22-05

My commission  
expires July 2005  
DR

WITNESS:

T. Musser

My commission  
expires July 2005.  
TMR

EXECUTIVE:

Tobias J. Musser  
Date of signature

(SEAL)

4/22/2005

## Exhibit A

### Base Compensation and Bonuses

1. *Base Compensation.* During the first calendar year of employment, Executive shall have an initial annual Base Compensation in the amount of *120,000.00* *JM*  
DOLLARS (\$120,000.00). Employer may adjust the Base Compensation upward in each year in its sole discretion; however, Employer may only adjust the Base Compensation downward upon a vote of a Majority Interest. The Base Compensation shall be paid in equal weekly installments; provided however, that Employer shall at all times comply with all Department of Labor rules and regulations concerning wages and salary.

2. *Bonuses.* None established by Company at this time.

3. *Vesting of Stock.* Executive's stock become vested as follows:

Total shares of Company Stock: 15 ½.

9 ½ shares are vested upon the Execution Date of the Executive Employment Agreement.

Unless the provisions of Section 1.5 provide otherwise:

3 additional shares shall become vested on October 1, 2005.

The final 3 additional shares shall become vested on October 1, 2006.

In the event of a Change in Control (as defined in the Stockholders Agreement), all unvested stock shall become vested on the date of such Change in Control. In the event that Executive is subject of a curable notice of termination for Cause under Section 5.2(b) of this Agreement at the time a vesting period occurs, the vesting shall be subject to Executive's completion of the required cure in the time permitted.

4. *Restricted nature of Stock.* Unless otherwise provided in any Stockholder, Buy Sell, Business Continuation or other unanimous stockholder agreement, all Stock held by Executive is restricted stock, and may not be sold, transferred, donated, nor any rights embodied by such Stock assigned, delegated or contributed to any trust or other instrument, without the written consent of the Employer.

## EXHIBIT B

### **Permitted Post Employment Activities; certain rights and duties of Executive**

1. Work for IT department in single enterprise. Notwithstanding any other provision in the agreement, Executive may be employed as an information technology employee and perform IT Services where Executive performs such services solely for his employer's internal business use (or his employer's affiliated companies use), and not for third parties or other non affiliated companies; provided however, if such company is a Customer of Employer, then Executive may work for such Customer only with the prior consent of Employer, such consent not to be unreasonably withheld.
2. Rights and limitations on Change in Control. Notwithstanding any other provision in the agreement, if Employer enters into any transaction that constitutes a Change in Control (defined in the Stockholders Agreement):
  - a. Executive shall not be obligated to work for such successor or transferee of Employer's business, whether such transaction is effected as a stock purchase, asset purchase or otherwise, and
  - b. If Section 2.a of this Exhibit B applies, in such event Executive may terminate his employment hereunder without being in breach or violation of this Agreement (the "Termination for Good Reason").
  - c. In the event of a Termination For Good Reason, Employer may assign Employer's rights under this Agreement to the successor and Executive shall continue to be bound by all of the provisions hereof except Article 1, provided however that unless Employer makes and performs a Severance Election (defined below), then
    - i. in respect of Section 2.3 only, the definition of "Competitive" shall be defined as follows:

"Competitive" shall mean any product, service or software made available for license, sale, lease, use without charge or otherwise offered by any person or firm that is within the field of the Technology or Media Services, or that has reasonably equivalent functionality as the Technology or Media Services.
3. Severance Election. Notwithstanding Section 2.b of this Exhibit B or any contrary provision in the Agreement, in the event of a Change in Control transaction, if Employer elects in writing not later than 5 business days after the effective date of the Change in Control, Employer may pay Executive a consecutive monthly severance payment equal to the Executive's monthly base salary, payable in advance each month (the first payment commencing within 5

business days of the date of such election), for up to the number of months that constitute the maximum covenant not to compete period in Section 2.3 of the Agreement (the "Severance Election"). If Employer makes this Severance Election, then the modification to the definition of Competitive provided for in Section 2.c.i of this Exhibit B shall not apply (i.e. the successor in interest to Employer may, except for Article 1, enforce the Agreement against Executive in accordance with its terms).

4. Executive's rights to purchase IT Business under certain circumstances. If Executive leaves employment for "Good Reason" (defined below) during the Term, or, if the Term of the Agreement expires, Executive shall have the right to request a split-up or split off of the IT Services Business (defined above in the recital clause) under the conditions set forth in this Section 4 of this Exhibit B. Such request shall be in writing (the "Demand for Split-Up"). The right under this Section 4 shall not apply if Employer gives notice to Executive of (or if Executive otherwise knows of) a contemplated Change in Control transaction before Executive makes the written demand for the split-up/split-off described herein.
  - a. Upon making a Demand for Split-Up, Employer and Executive shall meet and Employer shall fully disclose to Executive (and/or to Executive's professional advisors) the books and records of the IT Services Business. Both parties shall meet and attempt to negotiate a reasonable purchase price of the IT Services Business by Executive. If the parties agree, the purchase shall be set forth in a written agreement signed by Executive and Employer, and shall be completed on the terms and conditions of such agreement, which shall be in form and substance reasonably satisfactory to both parties.
  - b. If the parties have not agreed to the terms of the split-up/split-off transaction within 90 calendar days of the date of the Demand for Split-Up, the determination of the purchase price shall be made as follows: each party shall designate a professional advisor, and the two professional advisors shall agree upon the hiring of a single valuation expert to determine the purchase price of the IT Services Business. Each party shall bear their own costs and expenses in resolving the issue, and all fees of the valuation expert shall be shared equally unless otherwise agreed. The purchase price of the IT Services Business determined by the valuation expert shall be final and binding in the absence of clear and convincing proof of fraud by such expert.
  - c. If Executive has made the Demand for Split-Up, Employer shall continue to employ the Executive under the terms of this Agreement, even if the Term has expired, unless the parties otherwise agree.
  - d. The parties shall cooperate and act in objective and subjective good faith during this process, if either party acts in objective or subjective bad faith they shall be liable to the other party for any attorneys' fees or other professional costs reasonably related to such conduct.

- e. Once the purchase price has been determined the parties shall negotiate a reasonable agreement for the purchase of the IT Services Business; if the parties cannot so agree, the dispute shall be referred to each of the two professionals each party designated in Section 4.b of this Exhibit B and they shall negotiate the terms; provided that if the parties further refuse to execute, close or otherwise complete such transaction, either party can initiate a lawsuit in a court of competent jurisdiction to seek specific performance of this Agreement.
- f. The purchase price for the IT Services Business shall be paid by Executive at the Closing, unless Employer and Executive agree on a partially or fully seller financed transaction.
- g. "Good Reason" in this Section 4 of this **Exhibit B** shall mean that Executive elects to leave employment because: i. Employer fails to consult Executive before undertaking any material business decision ; ii. Employer has reduced Executive's base salary without also adjusting the base salary in a pro-rata equivalent amount of other executives of the Employer (other than Richard Otenasek) that hold Stock in the Employer; iii. Employer has reduced Executive's base salary by more than 10%, even if all other persons similarly situated also had reductions; or iv. Employer has materially breached any of its obligations under the Agreement, and such breach has not been cured within 30 days of written notice by Executive to Employer of such material breach.